

CHRISTOPHER P. NORTON (SBN 234621)  
SEGAL MCCAMBRIDGE SINGER & MAHONEY, LTD.  
1901 Avenue of the Stars, Suite 200  
Los Angeles, CA 90067  
Telephone: (424) 431-1990  
Direct Dial: (424) 431-4432  
Email: cnorton@smsm.com

Attorneys for Defendant DENYA FANELLI individually and doing business as  
CALI COAST EQUESTRIAN

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

JEFFREY J. GOGUL,

Plaintiff,

vs.

DENYA FANELLI individually and  
doing business as CALI COAST  
EQUESTRIAN,

Defendant.

Case No. 2:23-cv-10690-HDV-RAO

Judge Hernan D. Vera

Magistrate Judge Rozella A. Oliver

**ANSWER TO COMPLAINT AND  
AFFIRMATIVE DEFENSES BY  
DEFENDANT DENYA FANELLI  
INDIVIDUALLY AND DOING  
BUSINESS AS CALI COAST  
EQUESTRIAN**

Defendant Denya Fanelli, individually and doing business as Cali Coast  
Equestrian (hereinafter "Defendant"), as and for her Answer to Plaintiff's  
Complaint, responds as follows:

**PRELIMINARY STATEMENT**

Unless otherwise expressly indicated to the contrary, Defendant is without  
knowledge or information sufficient to form a belief as to the truth of the allegations  
in the Complaint concerning any other defendant, person, or entity.

**ANSWER TO THE NATURE OF THE ACTION**

**INTRODUCTION**

1. Defendant denies that plaintiff has an ownership right in the Horse.  
Defendant admits the Horse is registered with equestrian sport's national governing

1 organizations as “The Funk Zone.” Defendant denies the remaining allegations  
2 contained in paragraph 1 of Complaint.

3 2. Defendant admits that Defendant has leased the Horse. The remainder  
4 of paragraph 2 asserts legal conclusions to which no response is required. To the  
5 extent a response is required, Defendant denies the remaining allegations and  
6 implications contained in paragraph 2 of Complaint.

7 **PARTIES**

8 3. Defendant lacks knowledge or information sufficient to form a belief  
9 as to the truth of the allegations contained in paragraph 3 of Complaint and therefore  
10 denies them.

11 4. Defendant admits she is a resident of Texas but denies the accuracy of  
12 the remaining allegations contained in paragraph 4 of Complaint.

13 **JURISDICTION AND VENUE**

14 5. Paragraph 5 asserts legal conclusions to which no response is required.  
15 To the extent a response is required, Defendant denies the allegations and  
16 implications contained in paragraph 5 of Complaint except admits that the amount  
17 in controversy exceeds \$75,000 based on Defendant’s counterclaim.

18 6. Paragraph 6 asserts legal conclusions to which no response is required.  
19 To the extent a response is required, Defendant denies the remaining allegations  
20 and implications contained in paragraph 6 of Complaint.

21 7. Paragraph 7 asserts legal conclusions to which no response is required.  
22 To the extent a response is required, Defendant denies the allegations and  
23 implications contained in paragraph 7 of Complaint.

24 8. Defendant denies the allegations and implications contained in  
25 paragraph 8 of Complaint.

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**FACTUAL BACKGROUND**

9. Defendant admits the allegations contained in paragraph 9 of Complaint.

10. Defendant admits the allegations contained in paragraph 10 of Complaint.

11. Defendant admits that Plaintiff and Defendant purchased and imported the Horse that was known as “Manrico Di Montefiridolfi” and registered under that name with the Federation Equestre Internationale. The remainder of Paragraph 11 asserts legal conclusions to which no response is required. To the extent a response is required, Defendant denies the remaining allegations and implications contained in paragraph 11 of Complaint as phrased.

12. Defendant admits that Plaintiff arranged for the sum of \$21,000 to be remitted to Defendant for one-half of the purchase price of the Horse. Defendant denies the remaining allegations contained in paragraph 12 of Complaint.

13. Defendant admits she trained and cared for the Horse but denies the remaining allegations contained in paragraph 13 of Complaint as phrased.

14. Defendant denies the allegations and implications contained in paragraph 14 of Complaint as phrased.

15. Defendant admits that Defendant registered the ownership of the Horse with the United States Equestrian Federation (“USEF”). Defendant denies the remaining allegations and implications contained in paragraph 15 of Complaint as phrased.

16. Defendant denies the allegations and implications contained in paragraph 16 of Complaint as phrased and as alleged by Plaintiff.

17. Defendant denies the allegations and implications contained in paragraph 17 of Complaint, as phrased.

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1           18. Defendant admits that Defendant entered into a lease agreement to  
2 lease. Defendant admits that Puthoff registered the lease of the Horse with the  
3 USEF. Defendant denies, or is without knowledge and therefore denies, the  
4 remaining allegations contained in paragraph 18 of Complaint, as phrased and as  
5 alleged by Plaintiff.

6           19. Defendant denies the allegations and implications contained in  
7 paragraph 19 of Complaint and further denies that Plaintiff is entitled to any share  
8 of the lease fees.

9           20. Defendant denies the allegations contained in paragraph 20 of  
10 Complaint.

11           21. Paragraph 21 asserts legal conclusions to which no response is  
12 required. To the extent a response is required, Defendant denies the allegations and  
13 implications contained in paragraph 21 of Complaint as phrased and denies Plaintiff  
14 is entitled to an ownership stake in the Horse.

15           22. Defendant denies the allegations contained in paragraph 22 of  
16 Complaint, as phrased and as alleged by Plaintiff.

17           23. Paragraph 23 asserts legal conclusions to which no response is  
18 required. To the extent a response is required, Defendant denies the allegations and  
19 implications contained in paragraph 23 of Complaint.

20                           **FIRST CLAIM FOR RELIEF**

21                           **BREACH OF CONTRACT**

22           24. Defendant incorporates the responses to paragraphs 1-23 of the  
23 Complaint as if fully set forth herein.

24           25. Paragraph 25 asserts legal conclusions to which no response is  
25 required. To the extent a response is required, Defendant denies the allegations and  
26 implications contained in paragraph 25 of Complaint.

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1           26. Paragraph 26 asserts legal conclusions to which no response is  
2 required. To the extent a response is required, Defendant denies the allegations and  
3 implications contained in paragraph 26 of Complaint.

4           27. Paragraph 27 asserts legal conclusions to which no response is  
5 required. To the extent a response is required, Defendant denies the allegations and  
6 implications contained in paragraph 27 of Complaint.

7           28. Paragraph 28 asserts legal conclusions to which no response is required.  
8 To the extent a response is required, Defendant denies the allegations and  
9 implications contained in paragraph 28 of Complaint.

10          29. Paragraph 29 asserts legal conclusions to which no response is  
11 required. To the extent a response is required, Defendant denies the allegations and  
12 implications contained in paragraph 29 of Complaint.

13          30. Paragraph 30 asserts legal conclusions to which no response is  
14 required. To the extent a response is required, Defendant denies the allegations and  
15 implications contained in paragraph 30 of Complaint.

16          31. Paragraph 31 asserts legal conclusions to which no response is  
17 required. To the extent a response is required, Defendant denies the allegations and  
18 implications contained in paragraph 31 of Complaint.

19          32. Paragraph 32 asserts legal conclusions to which no response is  
20 required. To the extent a response is required, Defendant denies the allegations and  
21 implications contained in paragraph 32 of Complaint.

22                           **SECOND CLAIM FOR RELIEF**

23                           **DECLARATORY JUDGMENT**

24          33. Defendant incorporates the responses to paragraphs 1-32 of the  
25 Complaint as if fully set forth herein.

26          34. 28 U.S.C. Section 2201 speaks for itself. Defendant states this is not a  
27 proper cause of action and should be dismissed. To the extent a response is  
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1 required, Defendant denies the allegations and implications contained in paragraph  
2 34 of Complaint.

3 35. 28 U.S.C. Section 2201 speaks for itself. To the extent a response is  
4 required, Defendant denies the allegations and implications contained in paragraph  
5 35 of Complaint.

6 36. Defendant denies the allegations and implications contained in  
7 paragraph 36 of Complaint. Plaintiff's cause of action should be dismissed as it  
8 asserts a remedy and not an appropriate cause of action.

9 **THIRD CLAIM FOR RELIEF**

10 **ACTION FOR ATTACHMENT**

11 37. Defendant incorporates the responses to paragraphs 1-36 of the  
12 Complaint as if fully set forth herein.

13 38. Paragraph 38 asserts legal conclusions to which no response is  
14 required. To the extent a response is required, Defendant denies the allegations and  
15 implications contained in paragraph 38 of Complaint.

16 39. Defendant denies the allegations and implications contained in  
17 paragraph 39 of Complaint. Plaintiff's cause of action should be dismissed as it  
18 asserts a provisional remedy and not an appropriate cause of action.

19 **FOURTH CLAIM FOR RELIEF**

20 **INJUNCTION**

21 40. Defendant incorporates the responses to paragraphs 1-39 of the  
22 Complaint as if fully set forth herein.

23 41. Paragraph 41 asserts legal conclusions to which no response is  
24 required. To the extent a response is required, Defendant denies the allegations and  
25 implications contained in paragraph 41 of Complaint.

26 42. Paragraph 42 asserts legal conclusions to which no response is  
27 required. To the extent a response is required, Defendant denies the allegations and  
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1 implications contained in paragraph 42 of Complaint. This is also not a proper cause  
2 of action and should be dismissed.

3 **PRAYER**

4 Responding to the Prayer in Plaintiff's Complaint (p. 7) paragraphs (a.) – (e.),  
5 Defendant denies any and allegations contained therein and denies that Plaintiff is  
6 entitled to damages and denies that Plaintiff is entitled to any of the relief sought.  
7 The Complaint and all causes of action should be dismissed with prejudice.

8 Defendant asserts the following Affirmative Defenses and Counterclaim  
9 against Plaintiff:

10 **FIRST AFFIRMATIVE DEFENSE**

11 43. Plaintiff's Complaint fails to state a claim upon which relief can be  
12 granted.

13 **SECOND AFFIRMATIVE DEFENSE**

14 44. Defendant asserts that the Plaintiff failed to comply with the terms of  
15 any contract.

16 **THIRD AFFIRMATIVE DEFENSE**

17 45. Defendant asserts that she performed all duties owed under the  
18 contract (if any) other than any duties which were prevented or excused, and  
19 therefore never breached the agreement.

20 **FOURTH AFFIRMATIVE DEFENSE**

21 46. Defendant asserts that her performance under the contract (if any) or  
22 agreement was conditioned on the Plaintiff first performing, or another act or  
23 condition to occur, that such performance, act, or condition never took place, and  
24 that as a result the Defendant was never obligated to perform. See Civil Code  
25 Section 1498.

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1 **FIFTH AFFIRMATIVE DEFENSE**

2 47. Defendant asserts that she did not receive the goods or services  
3 promised and never received the contributions promised by Plaintiff.

4 **SIXTH AFFIRMATIVE DEFENSE**

5 48. Defendant asserts that the Plaintiff obtained the Defendant's consent  
6 to the contract (if any) or transaction through fraud, deceit, coercion, manipulation,  
7 or misrepresentation by the Plaintiff, and that as a result, the contract (if any) is  
8 invalid.

9 **SEVENTH AFFIRMATIVE DEFENSE**

10 49. Defendant asserts that there is no contractual relationship or agreement  
11 between the Plaintiff and Defendant, specifically that the Defendant never entered  
12 into the contract (if any) or agreement as alleged in the Complaint.

13 **EIGHTH AFFIRMATIVE DEFENSE**

14 50. Plaintiff's alleged damages, if any, are barred in whole or in part by  
15 Plaintiff's failure to mitigate any damages.

16 **NINETH AFFIRMATIVE DEFENSE**

17 51. Defendant asserts that the Plaintiff is seeking to recover more than  
18 Plaintiff is entitled to recover in this case, and award of the judgement sought by  
19 the Plaintiff would unjustly enrich the Plaintiff.

20 **TENTH AFFIRMATIVE DEFENSE**

21 52. Plaintiff's causes of action are barred by the applicable statutes of  
22 limitations, including but not limited to, California Code of Civil Procedure Section  
23 337, 339, and California Uniform Commercial Code § 2725 (or any other applicable  
24 limitations period).

25 **ELEVENTH AFFIRMATIVE DEFENSE**

26 53. Plaintiff's claims are barred by the doctrines of informed consent,  
27 release, and waiver.

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1 **TWELFTH AFFIRMATIVE**

2 54. Plaintiff's claims are barred by the statute of repose and/or by the  
3 equitable doctrines of laches and estoppel.

4 **THIRTEENTH AFFIRMATIVE**

5 55. Defendant asserts that Plaintiff's actions constituted a full release by  
6 Plaintiff of any and all claims which he may have had against Defendant.

7 **FOURTEENTH AFFIRMATIVE**

8 56. Defendant asserts that the Plaintiff owes money or other valuable  
9 consideration to the Defendant, and that as a result the Defendant owes less than  
10 the amount claimed by the Plaintiff.

11 **FIFTEENTH AFFIRMATIVE DEFENSE**

12 57. Plaintiff's claims are barred in whole or in part because Plaintiff lacks  
13 standing to bring such claims and there might not be personal jurisdiction over  
14 Defendant in this action.

15 **SIXTEENTH AFFIRMATIVE DEFENSE**

16 58. Defendant asserts that Plaintiff's action is not brought in good faith  
17 and is frivolous, and by reason thereof, Defendant is entitled to, and will seek, *inter*  
18 *alia*, reasonable expenses, including attorney's fees, incurred in defending the  
19 action, pursuant to California Code of Civil Procedure sections 128.5, 128.7 and  
20 1021.6 (and under any other applicable rules, laws, or Code sections).

21 **SEVENTEENTH AFFIRMATIVE DEFENSE**

22 59. Plaintiff's claims are barred, in whole or in part, by the doctrine of  
23 unclean hands.

24 **EIGHTEENTH AFFIRMATIVE DEFENSE**

25 60. Plaintiff's claims fail because Plaintiff has not incurred any damages  
26 or suffered any injuries as a result of the conduct alleged.

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**NINETEENTH AFFIRMATIVE DEFENSE**

61. Plaintiff's claims fail because they are unsubstantiated, frivolous, and not brought in good faith.

**TWENTIETH AFFIRMATIVE DEFENSE**

62. If Plaintiff has sustained any injuries or incurred any damages, which Defendant denies that Plaintiff has, such alleged injuries and damages were caused, in whole or in part, by Plaintiff's own conduct or by the acts, wrongs, and/or omissions of persons other than Defendant and for which Defendant is not responsible and is not liable.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

63. Plaintiff's claims are barred, in whole or in part, by the doctrine of accord and satisfaction.

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

64. Plaintiff did not rely reasonably on any alleged action or inaction, representation(s) or omission(s), statement(s), conduct, or alleged failure(s) to advise by Defendant.

**TWENTY-THIRD AFFIRMATIVE DEFENSE**

65. The damages suffered by Plaintiff, if any, are attributable, in whole or in part, to parties other than Defendant under the doctrine of equitable indemnity.

**TWENTY-FOURTH AFFIRMATIVE DEFENSE**

66. Plaintiff's claims are barred by Plaintiff's own authorization and ratification of the actions of Defendant.

**TWENTY-FIFTH AFFIRMATIVE DEFENSE**

67. Plaintiff's alleged damages, if any, were the direct and proximate result of intervening and superseding events over which Defendant had no authority or control and for which Defendant is not responsible.

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1                                   **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

2           68. Plaintiff's claims are barred, in whole or in part, by the doctrine of  
3 force majeure.

4                                   **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

5           69. There exists no basis in statue, law, or fact for damages as requested  
6 in the Complaint.

7                                   **TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

8           70. Plaintiff's claims are barred, in whole or in part, by the doctrine of  
9 abandonment.

10                                  **TWENTY-NINTH AFFIRMATIVE DEFENSE**

11           71. Due to Plaintiff's actions, conduct and breach of the parties' contract  
12 (if any), Plaintiff is not entitled to enforce the contract (if any) or seek damages  
13 thereunder and Plaintiff did not exercise his option under the contract as he failed  
14 to perform as required.

15                                  **THIRTIETH AFFIRMATIVE DEFENSE**

16           72. Cause of action for writ of attachment is not proper and inapplicable  
17 as it is a provisional remedy not available to Plaintiff.

18                                  **THIRTY-FIRST AFFIRMATIVE DEFENSE**

19           73. Cause of action for declaratory relief is not proper and inapplicable as  
20 it is a remedy not available to Plaintiff. *See Lane v. Vitek Real Estate Indus. Grp.*,  
21 713 F. Supp. 2d 1092, 1104 (E.D. Cal. 2010).

22                                  **THIRTY-SECOND AFFIRMATIVE DEFENSE**

23           74. Cause of action for injunctive relief is not proper and inapplicable as  
24 it is a remedy not available to Plaintiff. *See Lane v. Vitek Real Estate Indus. Grp.*,  
25 713 F. Supp. 2d 1092, 1104 (E.D. Cal. 2010).

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**THIRTY-THIRD AFFIRMATIVE DEFENSE**

75. Defendant is entitled to, and claims the benefit of, all defenses and presumptions set forth in or arising from any rule of law or statute in this state and any other state whose law is deemed to apply in this case. Defendant reserves the right to assert any additional defenses that may be disclosed during the course of additional investigation and discovery and may supplement her defenses at any time prior to trial.

WHEREFORE, Defendant demands judgement dismissing the Complaint with prejudice, her costs and expenses of this action against plaintiff, and such other and further relief as the Court deems just and proper including attorney fees. Instead, the Court should award Defendant damages she is entitled to by virtue of the below counterclaim.

DATED: February 29, 2024      SEGAL McCAMBRIDGE SINGER &  
MAHONEY, LTD.

By: \_\_\_\_\_

  
Christopher P. Norton  
Attorney for Defendant DENYA FANELLI  
individually and doing business as CALI COAST  
EQUESTRIAN

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**JURY DEMAND**

Defendant, DENYA FANELLI individually and doing business as CALI COAST EQUESTRIAN, hereby demands a trial by jury of all the facts and issues in this case pursuant to 38(b) of the Federal Rules of Civil Procedure.

DATED: February 29, 2024      SEGAL McCAMBRIDGE SINGER & MAHONEY, LTD.

By: \_\_\_\_\_

Christopher P. Norton  
Attorney for Counterclaimant/Defendant,  
DENYA FANELLI individually and doing  
business as CALI COAST EQUESTRIAN